

[s 9(2)(a)]

Corporate Solutions

[s 9(2)(a)]

Level 8, 36 Customhouse Quay
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PO Box 1748
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www.colliers.co.nz

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DDI
FAX

[s 9(2)(a)]



Our Ref: 10598

15 December 2011

[s 9(2)(a)]

Watercare Services Limited
Private Bag 92521
Wellesley Street
AUCKLAND 1141

Dear

[s 9(2)(a)]

Land Information New Zealand – Notification under the Local Government (Auckland Council) Act 2009
Construction of a palisade retaining wall at Kitewao Wastewater Pump Station affecting land at 58
Akoranga Drive, Northcote (allot 698 Parish of Takapuna)

Thank you for letter dated 8 December 2011 regarding the abovementioned works.

Please find enclosed the completed affected persons form, I have also enclosed the signed proposed plans.

Yours faithfully

Colliers International New Zealand Limited

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Colliers
INTERNATIONAL

Our Ref: 10598

24 November 2011

Watercare Services Limited

[s 9(2)(a)]

Private Bag 92521

Wellesley Street

AUCKLAND 1141

Dear

[s 9(2)(a)]

Land Information New Zealand – Notification under the Local Government (Auckland Council) Act 2009
Construction of a palisade retaining wall at Kitewao Wastewater Pump Station affecting land at 58
Akoranga Drive, Northcote (allot 698 Parish of Takapuna)

Thank you for your letter 15 November in which you outlined we have 20 days from receipt of your letter to impose any conditions on the abovementioned works.

Land Information New Zealand would like to impose the following conditions in accordance with section(s) 65(2) & 67 of the Local Government (Auckland Council) Act 2009 on the proposed construction works:

- 1) All cost associated with and that may arise from the proposed construction works are the responsibility of the applicant, Watercare Services Limited.
- 2) Written consent of the proposed construction works is given by Awataha Marae before the work commences.
- 3) The written consent from Awataha Marae is sighted and acknowledged by Land Information New Zealand c/- of this office prior to the commencement of the works.
- 4) Any terms or conditions imposed on the proposed construction works by Awataha Marae are adhered to by Watercare Services Limited.
- 5) On completion of the proposed construction works, Watercare Services Limited will reinstate to the satisfaction of the land owner or its agents any damage caused to the Land Information New Zealand land by the construction works.
- 6) That Watercare Services Limited's paragraph in their letter sent 15 November 2011 indemnifying the land owner against damage to fences, driveways and lawn areas is hereby changed to read. "On completion of the works, Watercare Services Limited will to the satisfaction of the land owner or its agents, reinstate any fences, driveways and lawn areas affected by the works, to the same condition that existed immediately prior to the commencement of the works. Should Watercare Services Limited fail to do so, you are entitled to reinstate and/restore the property at Watercare Services Limited's cost.
- 7) That Watercare Services Limited obtains all resource consents required to complete the works including removal of the Pittisporum tree if required.



- 8) Watercare Services Limited provides Land Information New Zealand c/- this office a copy of its public liability insurance to the value of \$1,000,000.
- 9) That all above outlined terms are agreed to and/or met to the satisfaction of the land owner before the proposed construction works begin.

All abovementioned terms agreed to by Watercare Services Limited.

Signed: _____

Name: _____

Date: _____

Yours faithfully
Colliers International New Zealand Limited

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Released under the Official Information Act 1982